

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:
JOAN SHAPIRO

ANDREW SHAPIRO (NON-FILING CO-MORTGAGOR)
Debtors

CHAPTER 13

BK. No. 15-18020 MDC

STIPULATION IN SETTLEMENT OF MOTION FOR RELIEF
FROM THE AUTOMATIC STAY

It is hereby stipulated by and between Phelan Hallinan Diamond & Jones, LLP, counsel for the Movant, BANK OF AMERICA, N.A., and BRAD J. SADEK, Esquire, counsel for the Debtors, as follows:

1. The Automatic Stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
2. This Stipulation pertains to the property located at 1530 PEAR TREE LANE, BENSLEM, PA 19020-4663, mortgage account ending with "0099".
3. The parties agree that the total post-petition arrearage consists of one (1) monthly payment for the month of February 2016 at \$439.25 each; one (1) monthly payment for the month of March 2016 at \$602.34 each; one (1) monthly payment for the month of April 2016 at \$622.16 each; one (1) monthly payment for the month of May 2016 at \$602.09 each; one (1) monthly payment for the month of June 2016 at \$622.16 each; one (1) monthly payment for the month of July 2016 at \$602.09 each; two (2) monthly payments for the months of August 2016 through September 2016 at \$622.16 each; one (1) monthly payment for the month of October 2016 at \$602.09 each; one (1) monthly payment for the month of November 2016 at \$622.16 each; one (1) monthly payment for the month of December 2016 at \$602.09 each; one (1) monthly payment for the month of January 2017 at \$622.43 each; one (1) monthly payment for the month of February 2017 at \$642.21 each; one (1) monthly payment for the month of March 2017 at \$664.36 each; resulting in the total post-petition arrearage amount of \$8,489.75.
4. Debtor agrees to amend the Chapter 13 Plan to include the aforementioned post-petition delinquency in the amount of \$8,489.75, representing all arrearages, charges, fees and other post-petition amounts due through March 2017. Debtor agrees to amend the Chapter 13 Plan within fifteen (15) days of the signing of this Stipulation. Upon the filing of the Amended Chapter 13 Plan, Movant shall amend its Proof of Claim to include said delinquency.
5. The parties agree that the allowed amended secured claim of Movant for pre-petition arrearages in the amount of \$0.00 and post-petition arrearages in the amount of \$8,489.75 will be paid, in full, through the Amended Chapter 13 Plan. The total delinquency to be paid to Movant through the Chapter 13 plan is \$8,489.75. Upon the filing of the Amended Chapter 13 Plan, Movant shall amend its Proof of Claim to include said delinquency.
6. Debtor agrees to remain current post-petition from this day forward. Beginning April 30, 2017, all subsequent monthly payments and late charges shall be due in accordance with the terms of the Mortgage. All payments made pursuant to this Stipulation shall be by certified check or money order payable to BANK OF AMERICA N.A., PO BOX 660933, DALLAS, TX 75266.
7. If Debtors provides sufficient proof (front and back copies of checks or money orders) of payments made, but not already credited, the account will be adjusted accordingly.
8. Should the Debtor fail to file an Amended Chapter 13 Plan within the time period prescribed above, or if any regular monthly mortgage payment commencing April 30, 2017 is more than fifteen (15) days late, Movant may send Debtor and counsel a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, counsel shall file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay and Co-Debtor stay under §1301 (waiving FED. R. Bankr. P. 3002.1) and waiving Rule 4001 (a)(3) so that the Relief Order is immediately effective and enforceable.

9. In the event the Debtors convert to a Chapter 7 during the pendency of this bankruptcy case, the Debtors shall cure all arrears within ten (10) days from the date of conversion in order to bring the loan contractually current. Should the Debtors fail to bring the loan contractually current, Movant shall send Debtors and counsel a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, counsel shall file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay and Co-Debtor stay under §1301, waiving FED. R. Bankr. P. 3002.1 and waiving Rule 4001 (a)(3) so that the Relief Order is immediately effective and enforceable.

10. Debtor's tendering of a check to BANK OF AMERICA, which is subsequently returned due to insufficient funds in the account upon which the check is drawn, shall not constitute payment as the term is used in this Stipulation.

11. The parties stipulate that Movant shall be permitted to communicate with the Debtor and Debtor's Counsel to the extent necessary to comply with applicable non-bankruptcy law.

12. This stipulation survives any loan modification agreed to and executed during the instant bankruptcy. If any regular monthly mortgage payment due after the execution of a loan modification is more than fifteen (15) days late, Movant shall send Debtor and counsel a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, counsel shall file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay and Co-Debtor stay under §1301, waiving FED. R. Bankr. P. 3002.1 and waiving Rule 4001 (a)(3) so that the Relief Order is immediately effective and enforceable.

13. The parties agree that a facsimile signature shall be considered an original signature.

Date: March 30, 2017

Jay B. Jones, Esq.
Jerome Blank, Esq.
Andrew L. Smivuck, Esq.
James P. Shire, Esq.
Michael Dingerdissen, Esq.
Attorneys for Movant

MARAD J. SADEK, ESQUIRE
Attorney for Debtor

5/1/17
WILLIAM C. MILLER, ESQUIRE
TRUSTEE

***without prejudice to any
trustee rights or remedies**